

Exhibit I

Robert A. Berkman, M.D. HIGHLY CONFIDENTIAL
Columbus, OH

June 15, 2005

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

In Re: :
Pharmaceutical :
Industry Average :
Wholesale Price :
Litigation, :
Case No. :
01-CV-12257-PBS :
Judge Patti B. Saris :
:
:
:

HIGHLY CONFIDENTIAL

VIDEOTAPED DEPOSITION OF ROBERT A. BERKMAN, M.D.

Taken at Spectrum Reporting

333 East Stewart Avenue

Columbus, Ohio 43206

June 15, 2005, 8:57 a.m.

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1 A. For the services for what we -- I
2 physically provided -- how would I word that --
3 intellectually, and also in terms of what I
4 provided for the patient and what was reimbursable
5 by Medicare for what I had paid for and supplied
6 to the patient.

7 Q. Such as medications?

8 A. Yes, sir. Limited medications.

9 Q. And was Zoladex one of the medications
10 that you received reimbursement for?

11 A. Yes.

12 Q. Now, on Page 9 of the transcript, the
13 prosecutor indicated that because AstraZeneca
14 charged urologists less than the published AWP for
15 Zoladex, a physician could earn a profit by
16 choosing to treat a prostate cancer with Zoladex.
17 They refer to this as return to practice.

18 Now, had you ever heard the term "return
19 to practice"?

20 A. Yes.

21 Q. And we'll get back to that, Doctor.
22 And, in fact, the prosecutor indicated that in

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1 order to induce the physicians to purchase
2 Zoladex, that AstraZeneca provided free samples.
3 Did you, in fact, receive free samples from
4 AstraZeneca?

5 A. Not that I believed at the time
6 material were free samples.

7 Q. You thought you had paid for them?

8 A. Yes, sir.

9 Q. And was that based on representations
10 made to you?

11 A. Yes.

12 Q. By whom?

13 A. The AstraZeneca representatives, and my
14 discussions with them.

15 Q. Now, directing your attention to page
16 10, Dr. Berkman. It states, "Specifically, when
17 Dr. Berkman stated that he would switch his
18 patients from Zoladex to Lupron if he did not get
19 a better deal from AstraZeneca, AstraZeneca
20 provided free injections to[sic] Zoladex."

21 And referring your attention to line 18,
22 the judge asked you if you had any strong

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1 disagreement with that evidence; is that correct?

2 A. Correct.

3 Q. And you said you did not?

4 A. Correct.

5 Q. So you had actually indicated that you
6 had switched patients from Zoladex to Lupron if
7 you did not get a better deal from AstraZeneca?

8 A. I had one conversation with one
9 representative on one occasion when I was advised
10 that there was going to be a significant price
11 increase from AstraZeneca to me on Zoladex.

12 Q. So in response to the increase in the
13 cost of Zoladex, you indicated to a representative
14 at one time that you would switch patients from
15 Zoladex to Lupron; is that correct?

16 A. Well, I used that as a negotiation tool
17 with them, that if their price was higher than the
18 other that I would consider switching, yes.

19 Q. Now, --

20 A. I tried to prevent the price increase.

21 Q. Directing your attention back to page
22 10 of the transcript for the plea colloquy. On